



**Town Manager**  
Mark W. Haddad

## TOWN OF GROTON

173 Main Street  
Groton, Massachusetts 01450-1237  
Tel: (978) 448-1111  
Fax: (978) 448-1115

## Select Board

John F. Reilly, *Chair*  
Rebecca H. Pine, *Vice Chair*  
Matthew F. Pisani, *Clerk*  
Alison S. Manugian, *Member*  
Peter S. Cunningham, *Member*

**SELECT BOARD MEETING**  
**MONDAY, MAY 22, 2023**  
**AGENDA**  
**SELECT BOARD MEETING ROOM**  
**2<sup>nd</sup> FLOOR**  
**GROTON TOWN HALL**

7:00 P.M. Announcements and Review Agenda for the Public

7:05 P.M. Public Comment Period

**I. 7:06 P.M. Town Manager's Report**

1. Consider Ratifying the Town Manager's Appointment of Brian Underhill as a Police Officer on the Groton Police Department
2. Consider Accepting the Town Manager's Nomination and Appointing Tom Montilli to the Trails Committee
3. Authorize Town Manager to Sign BESS Use Agreement for the Florence Roche Elementary School
4. Update from Town Manager on Solutions to Deal with PFAS at the Groton Dunstable Regional High School
5. Consider Adopting a Resolution Supporting the Outdoor Fitness Court as Part of the 2023 National Fitness Campaign
6. Update on Select Board Meeting Schedule Through Labor Day

**II. 7:10 P.M. Items for Select Board Consideration and Action**

1. Consider Appointing Veronica O'Donnell as an Associate Member of the Zoning Board of Appeals
2. Discussion and Possible Votes on Various Conservation Restrictions and Article 97 Legislation as Approved by the 2023 Spring Town Meeting
3. Approve Common Victualler License for Esquared Hospitality Ventures, LLC, Located at 491 Main Street, Unit E
4. Approve Common Victualler License 786 Mobil Mart Inc, Located at 6 Boston Road
5. Consider Approving a One Day Wine and Malt Beverage License for the Friends of Prescott for an Open Mic Night at the Prescott School on Friday, June 9, 2023 from 6:30 p.m. to 9:30 p.m.

### OTHER BUSINESS

#### ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. Water Department – Manganese Issue
- B. PFAS Issue
- C. Green Communities Application and Implementation
- D. Florence Roche Elementary School Construction Project
- E. ARPA Funding

### SELECT BOARD LIAISON REPORTS

**III. Minutes: Regularly Scheduled Meeting of May 15, 2023**

### ADJOURNMENT

*Votes may be taken at any time during the meeting.* The listing of topics that the Chair reasonably anticipates will be discussed at the meeting is not intended as a guarantee of the topics that will be discussed. Not all topics listed may in fact be discussed, and other topics not listed may also be brought up for discussion to the extent permitted by law.



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**Town Manager**  
Mark W. Haddad

**To:** *Select Board*

**From:** *Mark W. Haddad – Town Manager*

**Subject:** *Weekly Agenda Update/Report*

**Date:** *May 22, 2023*

### TOWN MANAGER'S REPORT

Other than the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues List, there are no specific items scheduled on Monday's Agenda.

1. The Police Chief has requested that I appoint Brian Underhill of Nashua, NH as a Police Officer on the Groton Police Department. This appointment will fill a vacancy caused by the resignation of Matthew Beal (who left to join the Massachusetts State Police). I have enclosed with this report a copy of Mr. Underhill's resume for your review. I have made this appointment and would respectfully request that the Board consider ratifying this appointment at Monday's meeting.
2. The Trails Committee have requested that I nominate Tom Montilli for appointment to the Trails Committee. I would respectfully request that the Select Board accept this nomination and appoint Mr. Montilli to the Committee. Term to expire on June 30, 2024.
3. During the design development of the new Florence Roche Elementary School, the Groton Electric Light Department asked that the Building Committee to approve installing a Battery Energy Storage System (BESS) at the site. A BESS is a type of energy storage system that uses batteries to store and distribute energy in the form of electricity. These systems are commonly used in electricity grids. GELD will use the BESS when needed during peak periods. The BESS will also serve as the emergency generator at the School. Town Counsel and I negotiated a Use Agreement with GELD for the installation of the BESS on Town/School grounds. I have enclosed a copy of the Use Agreement with this report for your review. I would respectfully request that the Select Board authorize me to sign the Agreement at Monday's meeting.

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4. Officials from Groton, Dunstable and Pepperell met this past week to continue the discussion on providing clean, potable drinking water at the Groton Dunstable Regional High School (and surrounding properties in Dunstable) to replace the private well on site that is contaminated by PFAS. It was a very productive meeting and we are working on reconsidering the regional solution in an effort to save taxpayers money. This has been an arduous process with many moving parts, but we are attempting to come up with a solution that serves the best interests of the Town of Groton's taxpayers. We determined at this meeting that permitting is a priority and have asked our engineers to reach out to the Department of Environmental Protection and Department of Conservation and Recreation to come up with a timeline for both the Regional Solution and the Groton Solution. The length of time it takes to permit the project will have a direct impact on the cost. I will provide the Board with a more detailed update at Monday's meeting.
5. As you are aware, the Town has received a \$50,000 grant from the National Fitness Campaign to install an outdoor fitness court on the former GEMs property that abuts the Groton Center in West Groton. The Town will use these grant funds, as well as, apply for a CPA Grant in the amount of \$170,000 to complete the project. One of the requirements of the Grant is to have the Select Board adopt a resolution for this purpose. Enclosed with this report is the draft Resolution that I would respectfully request that the Board adopt at Monday's meeting.
6. Please see the update to the meeting schedule that will take the Board through Labor Day:

Monday, May 29, 2023	No Meeting – (Memorial Day Holiday)
Monday, June 5, 2023	-Consider Annual Appointments of the Town Manager
Monday, June 12, 2023	-Annual Reorganization of the Select Board -Consider Annual Appointments of the Select Board
Monday, June 19, 2023	No Meeting (Juneteenth Holiday)
Monday, June 26, 2023	-Discuss Town Meeting Issues -Preliminary Review of FY 2023 Line-Item Transfers
Monday, July 3, 2023	No Meeting (July 4 <sup>th</sup> Holiday)

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**6. Continued:**

Monday, July 10, 2023	-Meet in Joint Session with the Finance Committee to Approve FY 2023 Line-Item Transfers -Set the Date and Open the Warrant for the 2023 Fall Town Meeting
Monday, July 17, 2023	Regularly Scheduled Meeting
Monday, July 24, 2023	No Meeting
Monday, July 31, 2023	Regularly Scheduled Meeting
Monday, August 7, 2023	No Meeting
Monday, August 14, 2023	Regularly Scheduled Meeting
Monday, August 21, 2023	No Meeting
Monday, August 28, 2023	Regularly Scheduled Meeting
Monday, September 4, 2023	No Meeting (Labor Day Holiday)
Monday, September 11, 2023	Regularly Scheduled Meeting

We can discuss this schedule in more detail at Monday's meeting.

**ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION**

1. The Zoning Board of Appeals has requested that the Board appoint Veronica O'Donnell as an Associate Member of the ZBA with a term to expire on June 30, 2024. I would respectfully request that the Board make this appointment.
2. As you will recall, the 2023 Spring Town Meeting authorized the Select Board to approve various conservation restrictions on various properties, including selling a conservation restriction on the Brownloaf Property. Town Counsel is in the process of drafting the various restrictions and I will provide those to you under separate cover. With regard to the Brownloaf Property, enclosed with this report is the proposed option to buy the conservation restriction from the Department of Fisheries and Wildlife that the Board needs to approve. Our Conservation Administrator, Nikolis Gualco, will be in attendance at Monday's meeting to review all of this information with the Board.
3. Esquared Hospitality Ventures, LLC, doing business as Third Space Kitchen and Events, located at 491 Main Street, Unit E, has applied for a Common Victualler License. Their proposed hours of operation are daily from 7:00 a.m. to 10:00 p.m. I would respectfully request that the Board approve this license at Monday's meeting.

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**Weekly Agenda Update/Report**  
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4. 786 Mobil Mart, Inc, doing business as Mobil, located at 6 Boston Road, has applied for a Common Victualler License. Their proposed hours of operation are daily from 6:00 a.m. to 10:00 p.m. I would respectfully request that the Board approve tis license at Monday's meeting.
5. I would respectfully request that the Board consider approving a One Day Wine and Malt Beverage License for the Friends of Prescott for an Open Mic Night at the Prescott School on Friday, June 9, 2023 from 6:30 p.m. to 9:30 p.m.

MWH/rjb  
enclosure

Brian Underhill  
5 Suffolk Park  
Nashua NH, 03063  
978-413-5477  
underhillb91@gmail.com

February 23, 2023

Melisa Doig  
Human Resource Director  
Groton Police Department  
99 Pleasant Street  
Groton MA, 01450

**Application for the position of Full-time Police Officer**

Dear Director Doig,

I am writing to express my enthusiasm in submitting my application for the full-time Police Officer position at the Groton Police Department. I found this job posting through the Massachusetts Municipal Association website. I find myself confident in applying to this position on the grounds of my education, relationship to the area, and certain skills and qualities to my character amongst others that would allow me to be a strong candidate towards a career in law enforcement and service to the town of Groton.

As a brief introduction to myself, my name is Brian Underhill and I am a student working to finish my criminal justice bachelor's degree at Saint Anselm College. Preceding this, I attended Lawrence Academy where I grew to know Groton as a town while maintaining strong academics and balancing a sports schedule of my own. These two institutions have given me the strong foundational skills of critical reading, eclectic writing, and problem solving amongst others. It is at Lawrence Academy where I grew to know and become good friends with School Resource Officer Omar Connor and Part-time Officer Frank Mastrangelo. Through these two connections, I have since worked alongside several Groton Police Officers through the ride along/ internship program that the department has offered to me. During this internship, I have not only built a rapport and relationship with the officers I have met, but they have also given me first-hand knowledge and experience on what policing looks like and how it works in Groton.

Growing up in the neighboring town of Westford, learning the roads of Groton is something that I have already known, yet have further developed since starting the internship. I am confident that my familiarity of the area would make me an asset to the Groton Police Department. In addition, my educational background allows me to communicate with precision and conciseness through both verbal communication and in writing. These communication skills would allow for strong community policing through interaction with the town's diverse community as well as detailed police reports, and other paperwork demands that the job may present. With the

requirements of a police officer sometimes involving a physical demand, I am confident I will be able to meet the standards required in both the field, training, and other testing that may present itself. As a former collegiate student-athlete, I find it extremely important to value the proper maintenance of both physical and mental health in order to perform any duty or task to the best of your capability.

I am looking for a long-term position. With this job I would be eager to further develop my relationships with the town and with other staff of the department to create a positive work environment. Thus, allowing myself and others on the department to better serve the community in which I strive to work in.

Attached is a copy of my resume for your review and consideration. I am very interested in further discussing how I may be a strong candidate for this position if given the opportunity. Please let me know if there is any additional information that I can provide to help facilitate this process. I can be reached via email (underhillb91@gmail.com) and phone (978-413-5477), whichever is most convenient for you. Thank you for your time and consideration.

Sincerely,

Brian Underhill

# Brian Underhill

5 Suffolk Park, Nashua NH 03063

Cell: (978)-413-5477

[underhillb91@gmail.com](mailto:underhillb91@gmail.com)

## **Summary:**

Accomplished student athlete fully prepared to take the first step in my professional career. Experienced in a physical labor work environment coupled with first-hand knowledge of what it takes to be in a leadership role and one with an accompanying set of responsibilities within a work environment.

## **Education:**

**Saint Anselm College- Manchester, NH**

**Bachelor of Science in Criminal Justice (expected May 2023)**

### **Accolades:**

- Earned Dean's list for Fall Semester of 2022
- Recipient of Northeast-10 Fall Commissioner's Honor Roll for 2019-2023
- Recipient of Northeast-10 Spring Commissioner's Honor Roll for 2019-2020 and 2020-2021

**Lawrence Academy- Groton, MA**

**High School Diploma- May 2019**

### **Accolades:**

- Honor Roll and High Honor Roll recipient.
- Graduated with a 3.70 Grade Point Average.
- Received the Pillsbury Prize for General Improvement in Scholarship and School Duties upon graduation.

### **Relevant Coursework:**

- Criminal Procedure
- Theories of Crime
- Police and Society
- Community Corrections
- Introduction to the Criminal Justice system

## **Related Educational Experience:**

**Saint Anselm College, Varsity Soccer- Manchester, NH**

**Member/Captain**

**August 2019 – Present**

- Utilized Strong time management skills to balance a vigorous school education with a demanding soccer schedule.



- Learned effective leadership skills in the role of Captain to promote good sportsmanship, a positive team environment, and to get the best out of the team at all times.
- Transferred leadership skills into multiple different scenarios involving school, personal life, and in a work environment.

**Saint Anselm College, Criminal Justice Department- Manchester, NH**

**Criminal Procedure**

**Spring 2022**

- Studied the fundamental procedure to the criminal justice system. Specifically, issues regarding the 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> amendment of the Constitution of the United States.
- Tested on specific scenarios involving the police, traffic stops, warrants, court, and interrogation strategies.
- Participated in live enactments of specific scenarios where students were tested on demonstrating proper and improper criminal procedure for given settings.

**Saint Anselm College, Criminal Justice Department- Manchester, NH**

**Theories of Crime**

**Spring 2020**

- Focused on the study of why crime is committed, where it is likely to be committed, and who is the likely offender.
- Considered variables that may cause individuals to be predisposed to criminal behavior and thus become an offender themselves.
- Gathered an understanding for several theories regarding specific elements of criminal behavior.

**Saint Anselm College, Criminal Justice Department- Manchester, NH**

**Police and Society**

**Spring 2023**

- Understand how the role of police in a society has changed over time, specifically, from their beginning to present day.
- Focused on the police's relationship to democracy, the community they serve, and the law amongst others.
- Scheduled a visit to the New Hampshire Police Academy to see what police recruits experience when becoming a police officer.

**Saint Anselm College, Criminal Justice Department- Manchester, NH**

**Community Corrections**

**Fall 2022**

- Learned how the correctional system of the United States operates in each individual state.
- Examined the different types of diversion programs that exist within the justice system that are offered to offenders for the sake of rehabilitation.
- Studied the community element that plays a factor within the prison system and how it may help or prevent offenders from any chance of rehabilitation or success in the correctional system.

**Saint Anselm College, Criminal Justice Department- Manchester, NH**

**Introduction to the Criminal Justice system**

**Fall 2019**

- Studied the basics and fundamentals to the criminal justice system as a whole with a varied focus on the three main elements of the criminal justice system: Cops, Courts, and Corrections.
- Learned about the use of force continuum when it comes to policing and the varying criteria it takes for each level to be exercised.
- Understood how the criminal justice system as a whole works and operates within the country.

## **Professional Experience**

### **Blessed Trinity Parish- Westford, MA**

#### **Facilities Manager and Facilities Manager Assistant**

**June 2018 – August 2022**

- Handled all duties necessary until the unfortunate passing of my father in the summer of 2022 whom I worked under and took over for once he became sick.
- Performed general maintenance to the buildings and grounds including office space, bathrooms, landscape, and the church itself.
- Coordinate with outside contractors for larger projects in specific areas of need such as plumbing, electrical, heat/ air conditioning, and fire alarm systems.
- Set up for larger events to take place in the building's open hall for either third party or internal use.
- Acted as personal assistant to all priests who lived and worked on the property.

### **Kessler Farm Condominium- Nashua, NH**

#### **Summer Maintenance**

**June 2022 – August 2022**

- Performed specific maintenance to all establishments on the property/ throughout the neighborhoods such as but not limited to power washing, pool maintenance, road repair, and entrance gate repair.

### **Brazilian Arts Soccer Training- Tyngsboro, MA**

#### **Soccer Coach**

**June 2020 – July 2021**

- Coached children from ages U8 – U16 in a summer soccer camp program.
- Maintained and managed communication between parents and children for the sake of safety and scheduling needs.
- Received EPIPEN training from Nancy Boutin, MSN, RN, NCSN. NRSD Resource Nurse – 50 Mechanic Street Bolton, MA 01740 (978-799-0539) X 3042

## Mark Haddad

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**From:** Town of Groton <mchiasson@townofgroton.org>  
**Sent:** Tuesday, May 9, 2023 3:27 PM  
**To:** Select Board  
**Subject:** New Committee Interest Form Entry

**Name**

Tom Montilli

**Phone Number**

413-627-2382

**Email**

[tommymontilli@gmail.com](mailto:tommymontilli@gmail.com)

**What Committee Are You Interested In Joining?**

Trails

**Please give us a brief explanation of why you are interested**

One of the reasons I moved to Groton was because of the amazing amount and diversity of conservation land. Exploring the many trails in town is something I thoroughly enjoy both by myself and with my family. I would like to do my part to make sure these resources are enjoyed by all and protected for my kids and future generations.

## USE AGREEMENT

### BATTERY ENERGY STORAGE SYSTEM ("BESS") SITE FLORENCE ROCHE ELEMENTARY SCHOOL GROTON, MA

THIS USE AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of May, 2023, and is by and between the **TOWN OF GROTON**, a Massachusetts municipal corporation with a mailing address of 173 Main Street, Groton, Massachusetts 01450 (the "Town"), and the **GROTON ELECTRIC LIGHT DEPARTMENT**, a Massachusetts municipal lighting plant with a mailing address of 23 Station Avenue, Groton, Massachusetts 01450 ("GELD").

In consideration of the mutual covenants contained in this Agreement, the Town and GELD agree as follows:

#### 1. Property.

The Town owns that certain real property located at 342 Main Street, Groton, Massachusetts, shown as Lot 42 on the Town of Groton Assessor's Map 110, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 7591, Page 109 (the "Property"). The Property is leased by the Town to the Groton-Dunstable Regional School District (the "District") for the Florence Roche Elementary School (the "School") in accordance with an agreement entitled "Agreement Between the Towns of Groton and Dunstable, Massachusetts, With Respect to the Establishment of a Regional School District" approved by the Town and the Town of Dunstable (the "Regional Agreement").

#### 2. Premises (BESS Site).

The Town hereby authorizes GELD to use approximately 3,525 square feet of surface area on the Property (the "Premises" or "BESS Site"), together with the exclusive right (pursuant to G.L. c. 164) to install and maintain utility wires, cables, and conduits under on, over, or below the Premises and the exclusive right (pursuant to G.L. c. 164) to install and maintain utility wires, cables, and conduits under on, over, or below the Property, as more particularly shown on the plan attached as Exhibit A. GELD shall have such access to the Premises as set forth in Section 7 of this Agreement.

#### 3. Use.

GELD may use the Premises for the purposes of causing the construction, development, installation, operation, maintenance, charge, discharge, interconnection, and general use of a battery energy storage system together with all necessary facilities related thereto, including, but not limited to, any poles, circuits, inverters, transformers, and wires (the "BESS") for the use by GELD in supplying electric service to its customers and the provision of backup electric service derived from the BESS to the School in furtherance of the District's use of the Property under the Regional Agreement (the "Use"). The District has approved and consented to this Agreement as set forth below. Without limiting any other provisions of this Agreement, GELD shall maintain the BESS or cause the BESS to be maintained in accordance with "Good Utility Practice", which is defined as follows:

any of the practices, methods and acts engaged in or approved by a significant portion of the utility-scale battery storage industry located in the ISO-New England area during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the ISO-New England area.

GELD anticipates entering into an Energy Storage Services Agreement ("ESSA"), License Agreement ("License"), and Interconnection Agreement ("IA") with a third-party ("Developer") for purposes of installation, operation, maintenance, and interconnection of the BESS with the GELD distribution system. It is anticipated that the BESS shall be the property of the Developer, however, pursuant to the terms of the ESSA and License, GELD, regardless of the manner or mode of attachment to the Premises, will have the right to remove the BESS or cause the BESS to be removed by the Developer, upon expiration or termination of the ESSA and License.

**4. Termination of Use.**

GELD shall provide written notice to the Town upon a determination by GELD that the Premises are no longer needed for the Use (the "GELD Determination").

**5. Approvals.**

GELD is responsible for obtaining or causing the Developer to obtain any approvals required to maintain the BESS for the term of this Agreement. The Town will cooperate with and authorize GELD (at no cost to the Town) to apply for and obtain any approvals required for the Use. GELD or the Developer, as the case may be, shall be responsible for any cost or expense associated with obtaining any necessary governmental approvals and permits associated with the Use.

**6. Noninterference.**

GELD shall cause the BESS to be operated and the Use to be conducted in a manner that shall not interfere with the operations of the School, as such interference reasonably may be determined by the Town or the District. Neither the Town nor the District shall take any action that might interfere or be inconsistent with the Use or which would prevent or impede either GELD or the Developer from reasonably accessing the BESS or the BESS Site in accordance with this Agreement.

**7. Access.**

The Town shall provide to GELD, the Developer, and GELD's and the Developer's employees, agents, contractors, and subcontractors, access over the Property and to the Premises twenty-four (24) hour per day, seven (7) day per week for the installation, maintenance, and safe operation of the BESS and any utilities serving the BESS or the Premises; provided, however, that (i) GELD provides twenty-four (24) hours' prior advance notice to the Town and the District concerning GELD's or the Developer's access, except during an emergency when notice to the Town and the District of such access shall be provided as soon as practical either before or after such emergency access; and (ii) GELD and the Developer shall traverse the Property to access the Premises via the routes prescribed by the Town as set forth in Exhibit B, except during an emergency when GELD may use any available route. The Town retains the right to enter upon and the Premises at reasonable times and upon reasonable notice to GELD to inspect the Premises, to take necessary actions to protect property or persons, to enforce the terms of this Agreement, or for any other lawful purpose. The Town further reserves the right to enter upon the Premises without prior notice, to the extent necessary to respond to an emergency condition or situation, as reasonably determined by the Town or the District; provided, however, that the Town provides notice to GELD as soon as practicable. GELD shall not be responsible for any damage to property or injury to persons arising from the Town accessing the Premises.

**8. Maintenance.**

Due to the proximity of the BESS to the School, GELD shall perform or cause to be performed all repairs, maintenance, and replacements necessary to keep the BESS in good repair and condition, excepting only reasonable wear and tear and casualty. Without limiting the foregoing, GELD shall maintain the BESS or cause the BESS to be maintained in full compliance with all applicable legal requirements.

**9. Service Costs.**

GELD is responsible to pay all costs for its use of any Town or other services required for the installation, operation and maintenance of the BESS on the Premises ("Service Costs"). Neither the Town nor the District shall be responsible for payment of such Service Costs.

**10. Insurance.**

Due to the proximity of the BESS to the School, until GELD issues the GELD Determination, GELD shall carry at GELD's own cost and expense and/or shall cause the Developer to carry, the following insurance: (i) "All Risk" property insurance for the replacement cost of the BESS, (ii) commercial general liability insurance with limits at least equal to \$1,000,000 per occurrence and \$5,000,000 in the aggregate, or such higher limits in any case as may reasonably be required in case of increase in risk or as may be customarily carried in the Commonwealth of Massachusetts by prudent municipal light departments of similar property, naming the Town as an additional insured, (iii) business automobile liability insurance (occurrence coverage) for owned, non-owned, and hired automobiles with a minimum combined single limit of liability of \$1,000,000 each accident for bodily injury and property damage, (iv) worker's compensation insurance covering all GELD's employees working at the Premises in compliance with applicable law, (v) such other insurance, and with such limits, as the Town may from time to time reasonably request. GELD shall provide a certificate of insurance to the Town upon the Commencement Date and within ten (10) days following written request. GELD will not terminate or cancel any insurance policy without at least thirty (30) days' prior written notice to the Town. The above requirements may be satisfied by a combination of primary and excess coverages.

**11. Construction Drawings.**

Prior to installation of the BESS or replacement of any existing equipment with new equipment within the Premises, GELD shall submit to the Town construction or installation drawings ("Construction Drawings") which shall detail the plans and specifications for GELD's installation of such equipment. The Town shall approve the Construction Drawings within twenty-one (21) days following submission or provide specific reasons for disapproval, such approval not to be unreasonably withheld, conditioned, or delayed. If the Town fails to respond in writing to GELD's proposed Construction Drawings within twenty-one (21) days following receipt, the Construction Drawings will be deemed approved. If the Town disapproves the Construction Drawings then GELD will provide the Town with revised Construction Drawings incorporating the Town's reasonable requested changes. Notwithstanding the foregoing: (a) the Town's right to approve the Construction Drawings is limited to approval of the use of the Premises hereunder and is not, and shall not be construed or interpreted as, conveying a right upon the Town to approve GELD's operations or to undertake the powers of GELD's management or municipal light commissioners (as set forth in G.L. c. 164); and (b) GELD shall have the right to perform routine maintenance, repairs, replacements with same or similar equipment, and upgrades without notice to or approval of the Town and without submitting Construction Drawings for same.

**12. Assignment.**

(a) GELD shall not assign or transfer its rights and obligations under this Agreement, except as specifically set forth in this Agreement.

(b) GELD acknowledges that the Town may assign or transfer its rights and obligations under this Agreement to the District, or convey all of its interests in the Property, a portion of the Property, or the Premises to the District, provided that any such assignment, transfer, or conveyance shall not abridge GELD's rights under this Agreement. GELD hereby agrees to cooperate with the Town and the District in facilitating any such assignment, transfer, or conveyance to the District by executing any documents or taking any other actions reasonably requested of GELD by the Town or the District.

**13. Removal of Equipment; Security.**

Within thirty (30) days following the date of the GELD Determination ("Removal Period"), GELD shall remove or cause to be removed from the Premises and the Property, at GELD's sole cost and expense, or at the expense of the Developer the BESS and all other ancillary materials and equipment used by GELD or owned the Developer, which are not used for the provision of electricity to GELD's customers. Unless otherwise stated, the Premises and the Property shall be restored to substantially the same condition as it existed prior to the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. After the date of the GELD Determination but prior to the expiration of the Removal Period, the Town may, in its sole discretion, require GELD to remove or cause to be removed from the Premises or the Property any underground installations used solely for the BESS (e.g. conduits).

**14. Condition of Premises.**

GELD accepts the Premises and the Property "AS IS" and agrees that the Town is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property except as provided in this Agreement, and has made no representations or warranties regarding the fitness of the Premises or the Property for GELD's intended use or otherwise.

**15. Independent Covenants.**

The obligations of the Town and GELD under this Agreement are independent and not mutually dependent covenants.

**16. Liability.**

The Town and GELD shall be liable for the acts and omissions of their own employees and not for the employees of the other party hereto in the performance of this Agreement to the extent provided by Chapter 258 of the Massachusetts General Laws (the Massachusetts Tort Claims Act). By entering into this Agreement, neither the Town nor GELD has waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

**17. Hazardous Materials.**

GELD will not cause or permit any other person acting on GELD's behalf or any subtenant, licensee, co-locator, or occupant of the Premises to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property in violation of applicable Environmental Laws. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics. "Environmental Laws" means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment. Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with the Use (including, without limitation, the use of generators thereon and any Hazardous Materials used in the operation of such generators) may be introduced to the Property provided such Hazardous Materials are stored, used and disposed of in compliance with Environmental Laws and all other applicable legal requirements. GELD will be responsible for and will defend, indemnify, and hold the Town harmless against any claim, damage, cost, liability, or penalty, including reasonable attorneys' fees, related to any Hazardous Materials introduced to or released on or about the Property by GELD or by any other person acting on GELD's behalf or any subtenant, licensee, co-locator, or occupant of the Premises, whether or not permitted by the preceding sentence or otherwise approved by the Town. To the extent the same affects the BESS or the Use, the Town will not cause, or permit any other person claiming or admitted to the Property through the Town or the District to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property.

**18. Notices.**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if mailed certified mail return receipt requested, or sent overnight carrier to the following addresses or such different address notice of which is given in the manner set forth in this Section 18:

If to the Town:

Town of Groton  
Attn: Town Manager  
173 Main Street  
Groton, MA 01450

If to GELD:

Groton Electric Light Department (GELD)  
Attn: Manager  
23 Station Avenue  
Groton, MA 01450

**19. Governing Law.**

This Agreement and the rights and obligations of the Town and GELD arising under this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. In the case of any action, suit or proceeding arising out of this Agreement, the Town and GELD agree that jurisdiction and venue shall be in the state courts of Middlesex County in the Commonwealth of Massachusetts.

**20. Validity.**

If any provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**21. Amendments and Waivers.**

This Agreement may not be amended except by a writing, duly executed by both the Town and GELD and no waiver or consent will be effective unless in writing and signed by the Town or GELD, as the case may be. A waiver or consent by the Town or GELD hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.



**22. Entire Agreement.**

This Agreement contains the entire agreement of the Town and GELD with respect to the Premises and the Property and there are no other agreements or understandings between the Town and GELD regarding the subject matter of this Agreement, any prior agreements being merged into this Agreement and superseded.

**23. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be an original and together shall constitute one and the same agreement. This Agreement may be executed and/or transmitted electronically, including by facsimile or portable document format (PDF).

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Town and GELD have executed, or have caused their properly authorized representatives to duly execute, this Agreement on the date and year first written above.

**TOWN OF GROTON**

By its Town Manager:

\_\_\_\_\_  
Mark Haddad, duly authorized by vote of the Groton Select  
Board on \_\_\_\_\_, 2023

**GROTON ELECTRIC LIGHT DEPARTMENT**

By its Manager:

\_\_\_\_\_  
Kevin P. Kelly, duly authorized by vote of the Groton Electric  
Light Commission on \_\_\_\_\_, 2023

**Approval and Consent by:**

**GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT**

By its Superintendent of Schools:

\_\_\_\_\_  
Laura Chesson, duly authorized by vote of the Groton-  
Dunstable Regional School Committee on  
\_\_\_\_\_, 2023

**EXHIBIT A**

*Description of Premises*

See area designated as "Proposed Battery Energy Storage System" in attached Plan dated 11/17/2022.

**EXHIBIT B**

*Description of Access Routes on Property*

See truck access route highlighted in attached Plan dated 11/17/2022.

Heavy vehicles may use the highlighted angled drive to the track.

The heavy transport must be on the angled track road, only lighter traffic is allowed on the concrete along the BESS.



## TOWN OF GROTON

173 Main Street  
Groton, Massachusetts 01450-1237  
Tel: (978) 448-1111  
Fax: (978) 448-1115

## Select Board

John F. Reilly, *Chair*  
Rebecca H. Pine, *Vice Chair*  
Matthew F. Pisani, *Clerk*  
Alison S. Manugian, *Member*  
Peter S. Cunningham, *Member*

**Town Manager**  
Mark W. Haddad

### **RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2023 NATIONAL FITNESS CAMPAIGN**

Please be advised that at a meeting of the Groton Select Board held on Monday, May 22, 2023 wherein the following action was taken:

WHEREAS, the Town of Groton has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the Town of Groton will accept a \$50,000 National Grant from our NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$170,000 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the Town of Groton will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

WHEREAS, the Town of Groton will commit to construction and launch of the outdoor Fitness Court® by the end of the 2024 calendar year, and;

WHEREAS, the Town of Groton Select Board believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

NOW THEREFORE:

BE IT RESOLVED, that the Town of Groton Select Board will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

Groton Select Board

John F. Reilly, Chair



## TOWN OF GROTON

173 Main Street  
Groton, Massachusetts 01450  
Tel: (978) 448-1109  
Fax: (978) 448-1113  
[zba@grotonma.gov](mailto:zba@grotonma.gov)

Office of the  
ZONING BOARD OF APPEALS

### MEMORANDUM


**DATE:** May 11, 2023  
**TO:** Mark Haddad, Town Manager  
**FROM:** Zoning Board of Appeals  
**RE:** Committee Vacancy Recommendations

---

At its meeting on May 10, 2023, the Zoning Board of Appeals voted to recommend to the Select Board the appointment of Veronica O'Donnell to fill the current opening of associate member vacancy immediately.

Additionally, the Board would like to recommend that the Select Board appoint Gus Widmayer as an associate member with the next anticipated vacancy opening of Michael McCoy (June 30, 2023).

Thank you for your consideration in these matters.

Signed:   
Amanda Urmann  
ZBA Administrative Assistant

Date: 5/11/2023

cc: Town Manager

**OPTION TO BUY**

**Conservation Restriction**

**Town of Groton  
173 Main Street  
Groton, MA 01450**

To

**The Commonwealth of Massachusetts  
Division of Fisheries and Wildlife  
Department of Fish & Game  
251 Causeway Street  
Boston, MA 02114**

**To the Division of Fisheries and Wildlife of the Massachusetts Department of Fish & Game:**

**the Town of Groton, 173 Main Street, Groton, MA 01450,**

hereinafter called "GRANTOR", for good and valuable consideration including funds to be expended by the Commonwealth under this Option for title examinations, etc. in reliance on this Option, the adequacy of which is hereby expressly acknowledged by GRANTOR, grants to the Commonwealth of Massachusetts acting by and through its Division of Fisheries and Wildlife of its Department of Fish & Game, 251 Causeway Street, Suite 400, Boston MA 02114, hereinafter called the "COMMONWEALTH", the exclusive right and option to purchase, upon the terms hereinafter set forth, the land(s) described in Section I below, hereinafter called the "Premises", with all buildings and improvements thereon, if any, and all rights, hereditaments, easements, and appurtenances thereunto belonging.

I. Premises to be purchased (include legal description, title reference, lot numbers, street address, assessor's map/parcel numbers, acreage, and plan references, as applicable):

**A Conservation Restriction and Conservation Easement (CR) on approximately 103 acres of land on Lowell Road (aka Route 40), Groton, MA, known as Groton Assessor's map 234-4-0, being the same parcel described in a deed dated 7/20/1999 recorded at the Middlesex South Registry of Deed at Book 30446 page 61 on 7/21/1999, said deed from US Trust Co, a MA banking corporation, with an address of 40 Court St, Boston, MA, successor by merger with the Co-operative Bank of Concord to the Town of Groton, acting by and through its Board of Selectmen. Said parcel is a portion of the land shown on a plan of land entitled "Plan of Land in Groton, MA, prepared for The Co-operative Bank of Concord", dated September 1986, prepared by Charles A. Perkins Co, Inc., recorded in the Middlesex South District Registry of Deeds as Plan 1808 of 1986. The CR shall be subject to an existing utility easement, shall allow hunting and shall allow public access by foot only.**

II. A Conservation Restriction on the Premises shall be conveyed to the COMMONWEALTH by a consensual Order of Taking unless the GRANTOR, in consultation with the Commonwealth, determines that a conveyance by deed is preferred.

The following method of conveyance is applicable to this conveyance: (check method selected)

  x   Consensual Order of Taking

       Deed

If acquired by consensual Order of Taking, the Premises shall be free of all encumbrances and title defects except those expressly agreed to by the COMMONWEALTH.



If conveyed by deed, GRANTOR shall convey to the COMMONWEALTH a good and clear record and marketable title to the Premises, including all mineral and water rights, hereditaments, and appurtenances thereunto belonging, free from all encumbrances and title defects except:

(a)

(b)

(c)

III. If the title to the Premises is registered and the conveyance is by deed, said deed shall be in a form sufficient to entitle the COMMONWEALTH to obtain from the Land Court a Certificate of Title to the Premises showing title vested in the COMMONWEALTH. GRANTOR shall deliver with said deed all instruments, if any, necessary to enable the COMMONWEALTH to obtain such Certificate of Title.

IV. The purchase price for the Premises shall be:

**One Hundred and Three Thousand Dollars**

**(\$103,000.00)**

Said purchase price shall be paid by check drawn by the State Treasurer of the COMMONWEALTH or his designee.

V. This Option shall be irrevocable for a period of sixty (60) days from the date of its execution by GRANTOR.

The Director of the Division of Fisheries and Wildlife or his designee shall have the power to exercise this Option to Purchase upon the terms and conditions set forth herein within said period of sixty (60) days. Exercise of this Option by the Director shall be effective upon the mailing of written notice thereof to GRANTOR or such representative as GRANTOR may designate in writing.

In the event the Director of Fisheries and Wildlife or his designee fails to exercise this Option within sixty (60) days of the date of execution by GRANTOR, this Option shall expire, and the rights hereby created shall be null and void.

VI. Following exercise of this Option by the COMMONWEALTH, the COMMONWEALTH shall prepare and process all documents necessary to close the transaction within a reasonable time period, except documents which must be provided by GRANTOR such as the Owner's Duplicate Certificate of Title in the case of registered land.

IF PURCHASE IS BY CONSENSUAL ORDER OF TAKING:

GRANTOR hereby affirms that GRANTOR has voluntarily elected to convey the afore-described real property to the COMMONWEALTH via a consensual eminent domain acquisition in which an Order of Taking recorded in the appropriate Registry of Deeds will effect transfer of title thereto.

A draft Order of Taking shall be prepared by the COMMONWEALTH and forwarded to GRANTOR or his/her/its designated representative for approval. Following approval, the COMMONWEALTH shall have the Order of Taking executed by the appropriate governmental authority and shall submit the Order of Taking to the Office of the Attorney General for review.

Following said review and all other necessary reviews, GRANTOR and the COMMONWEALTH shall set a date for closing, with said closing to occur not later than 30 days from the date the Order of Taking is signed.

Payment of the award for the damages incurred from the consensual taking shall be made upon the recording of the Order of Taking and GRANTOR's tendering of a properly executed Acceptance of Full Settlement along with GRANTOR's pro rata share of real estate taxes, if any, as required under Section XI.

GRANTOR hereby covenants that 1) this method of acquisition has been explained to GRANTOR and is fully acceptable, 2) GRANTOR will accept as an award for the damages sustained by this consensual taking the purchase price as agreed to herein, and 3) in exchange for tender by the COMMONWEALTH of a check payable to GRANTOR or GRANTOR's designee in the amount agreed to herein, GRANTOR will sign an Acceptance of Full Settlement acknowledging the receipt and adequacy of said award and releasing the COMMONWEALTH from any additional claim(s) for damages.

IF PURCHASE IS BY DEED:

A draft deed shall be prepared by the COMMONWEALTH and forwarded to GRANTOR or his/her/its designated representative for approval. Following approval, said deed properly signed by GRANTOR shall be forwarded to the COMMONWEALTH to be held in escrow to allow review of said deed by the Office of the Attorney General. Following said review and all other necessary reviews, the signed deed may be returned to GRANTOR if GRANTOR so requests.

The approved signed deed shall be formally delivered by GRANTOR to the COMMONWEALTH at such time as is mutually agreed upon by the parties, said date of delivery not to exceed one hundred eighty (180) days from the date of the exercise of this Option by the COMMONWEALTH. Delivery of said deed shall be made at the Registry of Deeds in which said deed is properly recordable unless otherwise agreed upon in writing.

Payment of proceeds due GRANTOR shall be tendered to GRANTOR upon delivery and recording of the deed and receipt by the Commonwealth of GRANTOR's pro rata share of real estate taxes, if any, as required under Section XI.

VII. Full possession of the Premises free of all tenants and occupants, except as provided herein, is to be delivered at the time of closing, said Premises to be then (a) in the same condition as is now, reasonable use and wear excepted, (b) not in violation of any building and zoning laws, (c) in compliance with the provisions of any instrument referred to in Section II hereof, and (d) free from trash and refuse of any kind, regardless of whether said trash or refuse was on the Premises on the date this Option To Purchase is signed.

VIII. If GRANTOR is unable to give good and clear record and marketable title, make conveyance of, or deliver possession of the Premises in conformity with the provisions set forth in this Option To Purchase, then GRANTOR shall make reasonable efforts to remove any defects in title and to deliver possession as required herein, in which event GRANTOR shall give written notice of these efforts to the COMMONWEALTH at or before the time for performance.

At the election of the COMMONWEALTH, the time for performance may be extended for such time period as the COMMONWEALTH may determine. The COMMONWEALTH, however, may elect to accept non-conforming title or Premises at a purchase price agreed to by both parties hereto.

IX. Risk of loss or damage to the Premises due to fire or other casualty, including but not limited to Act of God, shall remain with GRANTOR until such time as title actually passes.

X. The recording of an Order of Taking or the acceptance of a deed by the COMMONWEALTH shall be deemed to be full performance and discharge of every agreement and obligation herein contained except those agreements and obligations that are to be performed after delivery of the deed or recording of the Order of Taking or are to survive the transfer of title to the COMMONWEALTH.

XI. All taxes, assessments, and liens on the Premises at the time of conveyance to the COMMONWEALTH shall be satisfied by GRANTOR at or before the transfer of title. Water and sewer use charges, if any, and real estate taxes for the current year shall be apportioned to the date of recording.

At closing GRANTOR shall deliver his/her/its check or money order payable to the Collector of Taxes for the Town(s) in which the Premises are located for all obligations apportioned to GRANTOR.

All utility charges and other similar assessments shall be paid by GRANTOR until the date of recording.

If the amount of said taxes is not known at the time of closing, taxes shall be apportioned on the basis of the taxes assessed for the preceding year.

Should the actual tax rate or assessment result in an increased tax obligation for the period during which GRANTOR held title, GRANTOR shall forward to the Division of Fisheries and Wildlife, 251 Causeway Street, Suite 400, Boston MA 02114, a check made payable to the Collector of Taxes of the Town/City in which the Premises are situated in the amount by which GRANTOR'S actual pro rata share exceeds GRANTOR'S estimated tax payment made hereunder.

Should the tax obligation decrease as a result of an abatement or lower tax rate or valuation, GRANTOR hereby waives any claim thereto against the COMMONWEALTH.

XII. During the term of this Option, the COMMONWEALTH and its employees, agents and contractors may enter upon the Premises at reasonable times to conduct surveys, appraisals, hazardous waste investigations, and for any other purpose related to this transaction.

XIII. GRANTOR agrees that the Premises shall remain in the same condition that it is in at the time this Option is signed until closing and that GRANTOR shall prevent and refrain from any use of the Premises for any purpose or in any manner that would adversely or materially affect the COMMONWEALTH's intended use of the Premises for fish and wildlife habitat conservation and associated public recreation.

In the event such use occurs on the Premises, the COMMONWEALTH may, without liability, refuse to accept the conveyance of title, in which event this Option shall be terminated and the rights created hereunder shall become null and void.

Alternatively, the COMMONWEALTH may elect to accept conveyance of the Premises or a portion thereof, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

XIV. GRANTOR warrants and represents to the COMMONWEALTH that, other than reasonable quantities of over-the-counter household and garden products used and stored in conformity with label instructions, to the best of GRANTOR's knowledge neither GRANTOR nor anyone else has ever generated, treated, stored, released, discarded or disposed of Hazardous Waste on the Premises nor to GRANTOR's knowledge has any generation, treatment, storage, release, discard or disposal of Hazardous Waste elsewhere than on the Premises resulted in contamination of the Premises.

For the purposes of this Option, "Hazardous Waste" shall mean any "hazardous material" or "oil" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, as amended, and in regulations adopted

thereunder. This representation by GRANTOR shall specifically survive the COMMONWEALTH's acceptance of a deed to or recording of an Order of Taking for the Premises.

XV. If this Option is exercised by the COMMONWEALTH as provided in Section V, it shall be construed as a Purchase and Sale Agreement between the parties. At any time, however, the obligation on the part of the COMMONWEALTH shall become null and void if any of the following occur:

(a) the Governor and/or the Governor's Council refuse to assent to this transaction;

(b) the Executive Office of Administration and Finance refuses to issue a check for this transaction;

(c) the Office of the Attorney General refuses to approve this transaction or documents pertinent thereto;

(d) the Fisheries and Wildlife Board refuses to approve this purchase; or

(e) it becomes unlawful for the COMMONWEALTH to perform.

GRANTOR expressly agrees that in no event shall GRANTOR seek recourse against the COMMONWEALTH should (a), (b), (c), (d), or (e) or any combination thereof occur.

The COMMONWEALTH expressly agrees that, after exercise of this Option, the COMMONWEALTH shall use its best efforts to obtain such approvals or remove such illegality should (a), (b), (c), (d), or (e) occur. The COMMONWEALTH shall have such additional time in which to make the above efforts as GRANTOR may determine.

XVI. This Option is subject to the provisions of the Addenda attached, as follows:

ADDENDUM A – Agreement Regarding Use of Consensual Order of Taking

ADDENDUM B – Sketch of parcel to be acquired

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John Reilly, Chair Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Rebecca Pine, Vice Chair, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Matthew Pisani, Clerk, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Alison Manugian, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Peter Cunningham, Groton Select Board

Date \_\_\_\_\_

ADDENDUM A

AGREEMENT REGARDING USE OF CONSENSUAL ORDER OF TAKING FOR TRANSFER OF REAL  
PROPERTY

Subject to our review and approval of the Order of Taking and Acceptance of Full Settlement, we agree to the use of a consensual order of taking for the transfer of the real estate described in the attached OPTION TO PURCHASE.

At or prior to closing, we agree to sign an ACCEPTANCE OF FULL SETTLEMENT in the amount indicated in the Option to Purchase and understand that the Acceptance will acknowledge our agreement to the adequacy of the Commonwealth's award for this consensual taking and release the Commonwealth from any claim by us for additional damages. We understand that we and our counsel will have ample time to review and approve all documents prior to their execution.

\_\_\_\_\_  
John Reilly, Chair Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Rebecca Pine, Vice Chair, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Matthew Pisani, Clerk, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Alison Manugian, Groton Select Board

Date \_\_\_\_\_

\_\_\_\_\_  
Peter Cunningham, Groton Select Board

Date \_\_\_\_\_



Board of Selectmen  
Groton, MA

COMMON VICTUALLER LICENSE

This application must be clearly filled out, duly signed and returned to the Selectmen's office. Please note that the Town has adopted a bylaw (per M.G.L. Chapter 40, Section 57) which states a license or permit may be denied, revoked, or suspended for non-payment of local tax betterments or assessments.

May 16, 2023  
Date  
E squared Hospitality Ventures LLC Third Space Kitchen & Events  
Name of Company Doing Business As  
Eric Brown

Manager  
96 Ann Lee Road, Harvard Ma 01451

Mailing Address of Company  
491 Main Street, Unit E Groton Ma 01450

Business Mailing Address State ZIP  
617 460 6920

Phone number business Phone number of company (if different)  
7am - 10pm 7am - 10pm as needed

Hours of Operation- Weekdays Sundays  
20

Seating Capacity (if applicable) Federal I.D. Number

*I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and local tax returns and paid all state and local taxes required under law. This license will not be issued unless the applicant signs this certification clause.*

E squared Hospitality Ventures LLC  
Signature of Individual or Corporate Name (Mandatory)

[Signature]  
Signature of Corporate Officer (Mandatory if Applicable)

Office Use Only:

- ☐ Workers Compensation Form Approved on \_\_\_\_\_  
☐ PAID (\$25)  
☐ OTHER \_\_\_\_\_





The Commonwealth of Massachusetts  
Department of Industrial Accidents  
1 Congress Street, Suite 100  
Boston, MA 02114-2017  
[www.mass.gov/dia](http://www.mass.gov/dia)

Workers' Compensation Insurance Affidavit: General Businesses.  
TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Esquared Hospitality Ventures LLC

Address: 96 Ann Lee Road

City/State/Zip: Harvard Ma 01450 Phone #: 617 460 6920

**Are you an employer? Check the appropriate box:**

1. ☐ I am a employer with \_\_\_\_\_ employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.  
[No workers' comp. insurance required]
3. ☒ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature] Date: 5/16/2023

Phone #: 617 460 6920

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

---

## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
1 Congress Street  
Boston, MA 02114-2017

Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE  
Fax # 617-727-7749  
[www.mass.gov/dia](http://www.mass.gov/dia)



Select Board  
Groton, MA

## LICENSE FORM

This application must be clearly filled out, duly signed and returned to the Select Board's office. Please note that the Town has adopted a bylaw (*per M.G.L. Chapter 40, Section 57*) which states a license or permit may be denied, revoked, or suspended for non-payment of local tax betterments or assessments.

**Please check all relevant transactions: Make Checks Payable to The Town of Groton**

☒ Common Victualler License-\$25

☐ Class II License-\$100

☐ Entertainment License-\$100

☐ Auctioneer License-\$10

☐ Sunday Entertainment License-\$24

\*Sunday Entertainment State Fee \$100  
Made out to Commonwealth of MA

786 Mobil Mart Inc.  
Name of Company

Mobil  
Doing Business As

Mehar Ashaq  
Manager

31 Old Orchard Circle, Boylston, MA, 01505  
Mailing Address of Company

6 Boston Road, Groton, MA, 01450  
Business Mailing Address State ZIP

774-251-7076  
Phone number business Phone number of company (if different)

7 days a week, 6:00am-10:00pm  
**Hours of Operation**

N/A  
Seating Capacity (if applicable) Federal I.D. Number 92-3490677

*I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and local tax returns and paid all state and local taxes required under law. This license will not be issued unless the applicant signs this certification clause.*

786 Mobil Mart Inc.  
Signature of Individual or Corporate Name (Mandatory)

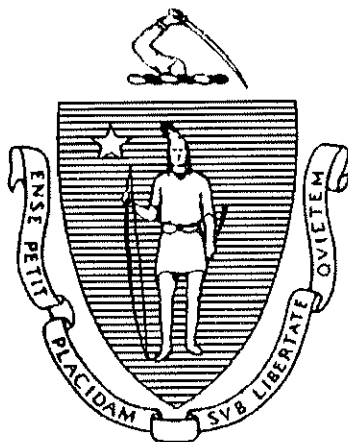
Ashaq  
Signature of Corporate Officer (Mandatory if Applicable)

For Office Use Only:

Date Received: \_\_\_\_\_ Check#: \_\_\_\_\_ Amount: \_\_\_\_\_

2023 License Renewal

# NOTICE TO EMPLOYEES



# NOTICE TO EMPLOYEES

## The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS LAFAYETTE CITY CENTER, 2 AVENUE DE LAFAYETTE, BOSTON, MA 02111 (617) 727-4900 – [www.mass.gov/dia](http://www.mass.gov/dia)

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

THE TRAVELERS INSURANCE COMPANIES

NAME OF INSURANCE COMPANY

P.O. BOX 4614  
BUFFALO, NY 14240-4614

ADDRESS OF INSURANCE COMPANY

UB-6W627844-23-42-G

05-11-23 TO 05-11-24

POLICY NUMBER

EFFECTIVE DATES

GENERATIONS INS GROUP

599 NORTH AVE DOOR 6  
WAKEFIELD, MA 01880

NAME OF INSURANCE AGENT

ADDRESS

PHONE #

786 MOBIL MART INC

6 BOSTON RD  
GROTON  
MA 01450

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)

DATE

### MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers' Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

**TO BE POSTED BY EMPLOYER**



**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**

[www.mass.gov/dia](http://www.mass.gov/dia)

**Workers' Compensation Insurance Affidavit: General Businesses.**  
**TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: 786 Mobil Mart Inc.

Address: 6 Boston Road

City/State/Zip: Groton, MA, 01450

Phone #: 774-251-7076

**Are you an employer? Check the appropriate box:**

1. ☒ I am a employer with 2 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.***

Insurance Company Name: The Travelers Insurance Companies

Insurer's Address: 599 North Ave, Door 6

City/State/Zip: Wakefield, MA, 01880

Policy # or Self-ins. Lic. # UB-6W627844-23-42-G Expiration Date: 05-11-24

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: [Signature]

Date: 05/16/2023

Phone #: 774-251-7076

***Official use only. Do not write in this area, to be completed by city or town official.***

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



## TOWN OF GROTON

173 Main Street  
Groton, Massachusetts 01450-1237  
Tel: (978) 448-1111  
Fax: (978) 448-1115

## SELECT BOARD

Alison S. Manugian, *Chair*  
Joshua A. Degen, *Vice Chair*  
John F. Reilly, *Clerk*  
John R. Giger, *Member*  
Rebecca H. Pine, *Member*

**Town Manager**  
Mark W. Haddad

### SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Lynn Spadone

Applicant's Address: 18 Kemp Street, Groton, MA 01450

Applicant's Contact Information: 978-877-6933 / office@prescottscc.org  
Telephone # E-Mail Address

Organization Name: Friends of Prescott, Inc.

Name of Event: Open Mic Night

Description of Event: Open Mic

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: June 9th, 2023

Hours of Event: 6:30 pm - 9:30 pm

Location of Event: 145 Main Street

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization  
☒ Wine and Malt Beverages Only

Applicant's Signature: [Signature] Date: 3/16/2023

A completed application, along with a copy of the Applicant's Certificate of Insurance naming the Town of Groton as additionally insured, should be submitted to the Select Board's Office along with payment in the form of a bank or certified check in the amount of \$50.00 for All Alcohol License or \$40.00 for Wine and Malt Beverages Only made payable to the Town of Groton. Groton Select Board approval is required at a public meeting of the Board.

Please submit the application, certificate of insurance and payment at least 3 weeks in advance of the event for which the license is being applied.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Charles S Nikopoulos Ins Agcy, Inc. PO Box 671 206 Ayer Road Harvard, MA 01451	<b>CONTACT NAME:</b> Charles S Nikopoulos	
	<b>PHONE (A/C, No, Ext):</b> 978-456-9700	<b>FAX (A/C, No):</b> 978-456-9170
<b>INSURED</b>  Friends of Prescott, Inc 145 Main Street, Suite 104 Groton, MA 01450	<b>E-MAIL ADDRESS:</b> Info@nikinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Harleysville Preferred Insurance Co.	
	<b>INSURER B:</b> The Hartford/Twin City Fire Insurance Co	
	<b>INSURER C:</b> First Comp Ins. Co.	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		MPA0000002710BK	09/20/22	09/20/23	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
OTHER:							Liquor Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
<input type="checkbox"/>	<b>EXCESS LIAB</b>	<input type="checkbox"/>	OCCUR				AGGREGATE \$
<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		MWC0205676-01	11/06/22	11/06/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors & Officers			08KM0331872-22	09/10/22	09/10/23	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All special events are covered under the General Liability policy. Town of Groton is added as additional insureds with respects to the General Liability and Liquor Liability.

Event: June 9th Open Mic Night.

<b>CERTIFICATE HOLDER</b>  Town of Groton 173 Main Street Groton, MA 01450	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**SELECT BOARD MEETING MINUTES  
MONDAY, MAY 15, 2023  
UN-APPROVED**

**SB Members Present:** John Reilly, Chair; Rebecca H. Pine, Vice Chair; Matthew F. Pisani, Clerk; Peter Cunningham

**SB Members Absent:** Alison S. Manugian

**Also Present:** Mark Haddad, Town Manager; Kara Cruikshank, Executive Assistant to the Town Manager; Patricia Dufresne, Town Accountant; Nik Gualco, Conservation Administrator

Mr. Reilly called the meeting to order at 7:00 PM and reviewed the agenda.

**ANNOUNCEMENTS**

Ms. Pine reminded everyone that there will be an upcoming election for local offices on Tuesday, May 23, 2023. The polls will be open from 7:00 a.m. to 8:00 p.m. Ms. Pine explained that in order to request a Vote by Mail ballot, it is necessary to request one by 5:00 p.m. on Tuesday, May 16<sup>th</sup> through the Town Clerk's Office. Ms. Pine said the Groton Channel invited and filmed all candidates on the Ballot to introduce themselves to the voters. The recordings of these introductions are scheduled to be broadcasted starting on Tuesday, May 16<sup>th</sup> at 5:30 p.m. on Verizon 41 or Charter 192.

Mr. Cunningham announced that the Memorial Day Parade will be held on Monday, May 29<sup>th</sup>, at 9:00 am, starting at the American Legion Common.

**PUBLIC COMMENTS**

None

**TOWN MANAGERS REPORT**

**1. Consider Ratifying the Town Manager's Appointment of Patricia DuFresne as the Assistant Finance Director/Town Accountant**

Mr. Haddad said that as Town Manager he makes many appointments each year and that Department Head appointments are probably his most important. He said they have the biggest impact on the operation of the Town and that this evening he was making an appointment that he hoped would be remembered as one of the most important appointments he has made during his tenure as Groton's Town Manager. Mr. Haddad said he and the Human Resource Director reviewed several Departments Head positions last year with an eye on retaining Department Heads and strengthening their organizational structure for years to come. He said one of his recommendations was changing the Town Accountant position to Assistant Finance Director/Town Accountant. Mr. Haddad's recommendation was met with unanimous support from the Select Board and Finance Committee. He said he was very excited to appoint Ms. Patricia DuFresne as the Town's first Assistant Finance Director/Town Accountant, effective July 1, 2023. Mr. Haddad respectfully requested that the Select Board ratify his appointment.



*Ms. Pine made a motion to ratify the Town Manager's appointment of Patricia Dufresne as the Assistant Finance Director/Town Accountant, effective July 1, 2023. Mr. Pisani seconded the motion. The vote carried unanimously.*

Ms. DuFresne took a moment to sincerely thank Mr. Haddad and the Select Board for moving her forward into her new position.

**2. Consider Ratifying the Town Manager's Appointment of Cathleen Berry as the Interdepartmental Administrative Assistant**

*Mr. Cunningham made a motion to ratify the Town Manager's appointment of Cathleen Berry as the Interdepartmental Administrative Assistant, effective June 5, 2023. Ms. Pine seconded the motion. The vote carried Unanimously.*

**3. Consider Ratifying the Town Manager's Appointment of James Wheeler as a Member of the Groton Country Club Grounds Staff**

*Ms. Pine made a motion to ratify the Town Manager's appointment of James Wheeler as a Member of the Groton Country Club Grounds Staff. Mr. Pisani seconded the motion. The vote carried Unanimously.*

**4. Update on Select Board Meeting Schedule Through 2023 Spring Labor Day**

Monday, May 22, 2023	Regularly Scheduled Meeting
Monday, May 29, 2023	No Meeting - (Memorial Day Holiday)
Monday, June 5, 2023	-Consider Annual Appointments of the Town Manager
Monday, June 12, 2023	-Consider Annual Appointments of the Select Board
	-Annual Reorganization of the Select Board
Monday, June 19, 2023	No Meeting (Juneteenth Holiday)
Monday, June 26, 2023	Regularly Scheduled Meeting
	-Discuss the 2023 Fall Town Meeting
Monday, July 3, 2023	No Meeting (July 4th Holiday)
Monday, July 10, 2023	-Meet in Joint Session with the Finance Committee to Approved FY 2023 Line-Item Transfers
	-Set the Date and Open the Warrant for the 2023 Fall Town Meeting
Monday, July 17, 2023	Regularly Scheduled Meeting
Monday, July 24, 2023	No Meeting
Monday, July 31, 2023	Regularly Scheduled Meeting
Monday, August 7, 2023	No Meeting
Monday, August 14, 2023	Regularly Scheduled Meeting
Monday, August 21, 2023	No Meeting
Monday, August 28, 2023	Regularly Scheduled Meeting
Monday, September 4, 2023	No Meeting (Labor Day Holiday)
Monday, September 11, 2023	Regularly Scheduled Meeting

## ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

### 1. Consider Appointing Tony Serge to the Council on Aging with a Term to Expire on June 30, 2024

The Council on Aging requested the Select Board to appoint Tony Serge to the Council to fill the vacancy caused by the resignation of Ms. Paula Martin.

*Mr. Cunningham made a motion to appoint Tony Serge to the Council on Aging, with the term to expire on June 30, 2024. Ms. Pine seconded the motion. The vote carried unanimously.*

### 2. Consider Approving the Conservation Commission's Acceptance of a Deed to the Casella Property, Located Off Nashua Road (Parcel 227-117)

*Ms. Pine moved to approve the Conservation Commission's acceptance of a deed to the Casella Property, as presented, and authorize the Chair to execute a certificate of approval for this vote. Mr. Cunningham seconded the motion. The vote carried unanimously.*

Mr. Nik Gualco, the Conservation Administrator, attended the meeting to update the Select Board regarding the Conservation Restriction on the Casella Property. Mr. Gualco explained that placing a Conservation Restriction on the property was necessary for the LAND Grant. Mr. Gualco said the Conservation Trust and the Conservation Commission negotiated the terms of the CR. He informed the Board that the Conservation Restriction had been sent to the state for approval. Mr. Gualco also provided a copy of the Conservation Restriction to Mr. Haddad for the Select Board to review. Mr. Gualco said he would ask the Select Board in the near future to approve and sign off on the Conservation Restriction.

Mr. Haddad asked Mr. Gualco to update the Board on the appraisal of the Brown Loaf property. Mr. Gualco said the Town would be offered \$103,000 to purchase the Conservation Restriction. Mr. Gualco said the Conservation Commission is still negotiating the terms of the CR, which the Select Board will have to approve.

### 3. Vote to Authorize the Town Clerk to File Petition for Special Legislation to Combine Precincts 1 and 3A as Approved at the April 29, 2023 Spring Town Meeting.

*Mr. Pisani moved that the Board authorize the Town Clerk to file the petition for special legislation authorized under Article 15 at the April 29, 2023 Spring Town Meeting. Mr. Cunningham seconded the motion. The motion carried unanimously.*

Ms. Pine asked if there would be a change at next week's election. Mr. Haddad said there would be no changes until authorized by the legislature. Mr. Haddad said Precincts 2 and 3 will vote at the Middle School South Gymnasium and, Precincts 1 and 3A at The Center in West Groton.

### 4. Approve the Request from Cable Advisory Committee and Cable Director to Dedicate the Groton Channel Studio as "The Dorothy Davis Memorial Television Studio."

Mr. Haddad said Dorothy Davis was a long-serving member of the Cable Advisory Committee. Ms. Doucette, Cable Director, said John Ellenberger, a former Committee Member, came to her with the request to dedicate the Groton Channel studio as the "Dorothy Davis Memorial Television Studio". Mr. Ellenberger said Ms. Davis worked tirelessly with school officials and architects for months to ensure the studio and office spaces were included in the plans for the new High School building from the initial

planning through construction. Ms. Doucette said they would like to add signage in the studio to dedicate in her honor and they plan to hold a celebration.

*Ms. Pine made a motion to approve the request from the Cable Advisory Committee and Cable Director to dedicate and name the Groton Channel Studio as "The Dorothy Davis Memorial Television Studio." Mr. Cunningham seconded the motion. The motion carried unanimously.*

**5. Select Board Members Matt Pisani and Alison Manugian to Serve on the Town Manager's TriComm Budget Working Group**

Mr. Haddad notified the Select Board that he has asked Members Alison Manugian and Matt Pisani to serve on the Town Manager's TriComm Working Group. This Working Group will be responsible for preparing the budget for Fiscal Year 2025. Mr. Bud Robertson and Ms. Mary Linskey will represent the Finance Committee. Brian LeBlanc and Fay Raynor will represent the School Committee. Mr. Haddad said Mr. Pisani and Ms. Manugian had volunteered to represent the Select Board. He said this would be a very important working group. The members of the Board had no issue with Mr. Pisani and Ms. Manugian serving on the TriComm Budget Working Group.

**OTHER BUSINESS**

- B. PFAS Issue - Mr. Haddad said at their Town Meeting, the Town of Pepperell allocated \$23 million to upgrade their water treatment plants and do an interconnection with the Town of Dunstable. Mr. Haddad would like to explore the Regional Option to resolve the PFAS issue. Mr. Haddad will meet with Representatives from the Town of Pepperell and the Town of Dunstable on Wednesday, May 17th. Additionally, Mr. Haddad plans to put PFAS on the agenda for the Select Board meeting on Monday, May 22<sup>nd</sup> to update them on the outcome of the meeting.
- D. Florence Roche Construction Project- Mr. Haddad said he had great news to report. The Senate budget that was approved includes \$100 million in direct funding to aid communities that were affected by Covid related increases in school construction projects. Mr. Haddad said an additional \$100 million was also authorized for the MSBA to borrow to address these issues as well. This will provide \$200 million for this purpose. As it was not contained in the House Budget, Mr. Haddad said that the Town will need to lobby members of the House/Senate Conference Committee to support including this in the final State Budget. Mr. Haddad stated that he spoke with Representative Scarsdale and she will lobby for this funding. Mr. Haddad wanted to thank Senator Kennedy and Senator Cronin for their efforts in securing this funding.

***Approval of Minutes from the Special Meeting on April 29, 2023***

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from the Special Meeting on April 29, 2023 as amended. Mr. Cunningham seconded the motion. The motion was carried unanimously.*

**Approval of Minutes from May 1, 2023**

*Ms. Pine made a motion to approve the minutes of the regularly scheduled meeting from April 29, 2023. Mr. Pisani seconded the motion. The motion was carried unanimously.*

The meeting was adjourned at 7:34 p.m.

Respectively submitted by Kara Cruikshank, Executive Assistant to the Town Manager